

REMARKS/ARGUMENTS

These remarks are made in response to the final Office Action of August 21, 2007 (Office Action). As this response is timely filed within the 3-month shortened statutory period, no fee is believed due. However, the Examiner is expressly authorized to charge any deficiencies to Deposit Account No. 50-0951.

In the Office Action, Claims 1, 8, and 15 are objected to due to informalities. Claims 1-15 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Published Patent Application 2003/0225600 to Slivka, *et al.* (hereinafter Slivka) in view of Non-Patent Literature, "Travelers Leave for Portugal after 24-Hour Wait for Plane", by M. Ingram, *The Globe and Mail*, June 26, 1986, pg. A21, (hereinafter Ingram). Additionally, the Examiner has provisionally rejected Claims 1 and 8 on the grounds of non-statutory obviousness-type double patenting.

Objections to the Claims

In the Office Action, Claims 1, 8, and 15 were objected to for grammatical informalities. In view of the amendments to these claims, Applicants respectfully submit that the objection is moot. Accordingly, Applicants respectfully request withdrawal of this objection.

Double Patenting Rejection

In the Office Action, Claims 1 and 8 were asserted as being unpatentable over Claims 1 and 13 of co-pending Application 10/730,851 in view of Slivka and Ingram. Applicants respectfully disagree with this objection and submit that Ingram, for the reasons discussed below, alone or in combination with co-pending Application 10/730,851 or any other reference of record, fails to disclose, suggest, or render obvious

each and every element of Claims 1 and 8, as amended. Applicants therefore respectfully request withdrawal of this rejection.

Amendments to the Claims

Although Applicants respectfully disagree with the rejections in the Office Action, Applicants nonetheless have amended the claims in order to expedite prosecution of the present application by further emphasizing certain aspects of the claims. Applicants respectfully assert, however, that the claim amendments presented are not intended as, and should not be interpreted as, the surrender of any subject matter. Applicants are not conceding by these amendments that any previously submitted claims are unpatentable over the references of record. Applicants' present claim amendments are submitted only for purposes of facilitating expeditious prosecution of the present Application. Accordingly, Applicants respectfully reserve the right to pursue any previously submitted claims in one or more continuation and/or divisional patent applications.

In this response, Applicants have amended independent Claims 1, 8, and 15 to improve readability and to further emphasize certain aspects of the claims. In particular, the claims have been amended to recite the limitation that prior to obtaining passenger data, the alternative flights for the passengers are determined, where the alternative flights include flights offered by the airline that cancelled the flight and other airlines. Additionally, the claims have been amended to recite the limitation that the step of obtaining passenger data includes both obtaining re-booking costs for flights on other airlines and accommodation costs associated with re-booking passengers on flights on the airline operating the cancelled flight. Finally, the claims also now recite the limitation that the passenger data is compared with one or more rules in order to determine a portion of the alternative flights to offer to the passengers. One rule specifies that an accommodation and an alternative flight on the airline operating the cancelled flight is

offered if an accommodation cost is less than a re-booking cost for an alternate flight on another airline. Another rule specifies that an alternative flight on another airline is offered as a substitute if the accommodation cost is greater than the re-booking cost on the other airline. Such amendments are fully supported throughout the Specification. (See, e.g., FIG. 1 and accompanying text and paragraphs [0017] and [0018]). Claims 2, 7, 9, and 14 have also been amended to maintain consistency among the claims. No new subject matter has been introduced by these amendments.

The Claims Define Over the Cited References

As previously noted, independent Claims 1, 8, and 15 were rejected as being unpatentable over Slivka in view of Ingram. Slivka discloses systems and methods for re-accommodating passengers following a travel disruption. Ingram discloses an incident of travel disruption. Applicants respectfully disagree with these rejections and further submit that the cited references fail to disclose, suggest, or render obvious each and every element of claims, as amended.

As acknowledged in the Office Action, even though Slivka discloses a system and method for re-accommodating passengers during a travel disruption, Slivka still fails to disclose or suggest any system or method, useable by an airline, for considering costs associated with accommodations for passengers or in determining whether to re-book passengers on another airline or provide passengers with accommodations and re-booking on a flight operated by the airline. Such limitations are asserted in the Office Action to be disclosed in Ingram. Applicants respectfully disagree and submit that none of these limitations are disclosed, suggested, or rendered obvious by Ingram.

First, it is stated in the Office Action that Ingram discloses determining accommodation costs until another flight is available from the airline. Applicant

respectfully disagrees and submits that the cited portion of Ingram has been interpreted incorrectly. Paragraph 3 states, in its entirety:

Out-of-town passengers were accommodated at hotels paid for by Accord Travel, agency owner Corrado Avigliano said. "We've spent about \$6,000 putting these people up and paying for their meals. We've really tried to do the best we could for them."

Although this statement does include an accounting of the costs incurred by in housing the stranded passengers, Applicants submit that a distinction between this statement and the claims exists. The distinction is that this portion of Ingram is not a statement disclosing the estimating or determining of accommodation costs that might be incurred until a flight is available, rather this is a currently running cost for accommodating the passengers. The words "[w]e've spent" clearly imply actions performed in the past. Therefore, this statement is one of costs in the past, not of costs that might be incurred in the future. In contrast, the claims clearly recite obtaining an estimate or determining possible future accommodation costs prior to making expenditures, not determining costs already incurred for the passengers in the past. Obtaining such an estimates for accommodations allow the airline to more clearly estimate the actual cost of re-booking passengers on different itineraries that include or exclude accommodations. Therefore, the airline can make the decision of what is more cost effective – providing accommodations to a passenger and placing him on a later flight, or placing the passenger on alternative transportation.

Second, the Office Action asserts that the last sentence of paragraph 3 ("We've really tried to do the best we could do for them") implies to one of ordinary skill in the art that an airline would choose the more cost effective (i.e., inexpensive) option. Applicant respectfully disagrees and submits that such an inference is incorrect. In particular, Applicants submit that the plain meaning of this sentence actually implies the opposite. One of ordinary skill in the art would not interpret the plain meaning of the phrase, "the

best we could do for them," as implying any effort to make the best financial decision. Rather, the plain meaning actually implies that the business did whatever it could, limited by only external factors, to get the passengers on their way to their destination. In other words, this would undoubtedly mean to one of ordinary skill in the art that the business did all it could to minimize disruptions in the passengers' travel plans, not that the business accommodated passengers in a manner most financially advantageous to the business. In contrast, the claims specifically recite the limitations that a decision of whether to re-book a passenger on an alternative airline or to offer an accommodation and a later flight is made in light of the most financially advantageous decision, without considering what is "best" for the passengers. Undoubtedly, many decisions made according to the method in the claims offer accommodations and later flights to passengers will result in significant disruptions in travel, not in the most convenient itinerary for the affected passengers.

Accordingly, Slivka and Ingram, alone or in combination with any other reference of record, fail to disclose, suggest, or render obvious each and every limitation of independent Claims 1, 8, and 15, as amended. Applicants therefore respectfully submit the independent claims define over the references of record. Furthermore, as the remaining claims each depend from one of the independent claims while reciting additional features, Applicants submit that the dependent claims likewise define over the references of record.

CONCLUSION

Applicants believe that this application is now in full condition for allowance, which action is respectfully requested. Applicants request that the Examiner call the undersigned if clarification is needed on any matter within this Amendment, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

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Date: October 17, 2007



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